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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(c) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit; Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant			2. Registra	tion No.
Wiley Rein LLP, 1776 K Street NW, Washington DC 200	6108			
3. Name of Foreign Principal Oleksandr Tymoshenko	4. Principal Addi 29 Karl Marks A Apt. 39 Dnipropetrovs Ukraine	Avenue	rincipal	
5. Indicate whether your foreign principal is one of the fo Government of a foreign country Foreign political party	.			
☐ Foreign or domestic organization: If either, ch ☐ Partnership ☐ Corporation ☐ Association ☑ Individual-State nationality Ukrainian	Committee Voluntary group Other (specify)	· · · · · · · · · · · · · · · · · · ·		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registra	nt		48 * * · · · · · · · · · · · · · · · · ·	
b) Name and title of official with whom registra	ant deals			
7. If the foreign principal is a foreign political party, statea) Principal address	ж 			
b) Name and title of official with whom registr	ant deals			
c) Principal aim			÷.	

I "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

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Human	rights advocate; proponen	t of democratic reform	in Ukraine.		
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b) Is this f	oreign principal:	-			
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	y a foreign government, fore		• • •		Yes ⊠ No □
Subsidized	in part by a foreign governm	ent, foreign political pa	irty, or other foreign	principal	Yes 🛭 No 🗌
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Date of Exhibit Å	Name and Title		Signature	-	
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15/19	STRATEGIC	COUNSE		m XXX	une 6

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U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires May 31, 2020

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average. 33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration No.
Wi	ley Rein LLP	6108
3. N	ame of Foreign Principal	
Ol	eksandr Tymoshenko	
		Check Appropriate Box:
4. ⊠	The agreement between the registrant and the a checked, attach a copy of the contract to this ex-	above-named foreign principal is a formal written contract. If this box is whibit.
5. 🔲	foreign principal has resulted from an exchange	e registrant and the foreign principal. The agreement with the above-named e of correspondence. If this box is checked, attach a copy of all pertinent proposal which has been adopted by reference in such correspondence.
6. 🗆	contract nor an exchange of correspondence be	egistrant and the foreign principal is the result of neither a formal written tween the parties. If this box is checked, give a complete description below of or understanding, its duration, the fees and expenses, if any, to be received.
7. D	escribe fully the nature and method of performance	ce of the above indicated agreement or understanding.
re	iley Rein is providing legal services to Mr. Tymo presentation because it recently engaged in cer hich is being reported in Wiley Rein's six-month	shenko, including monitoring court litigation. Wiley Rein is registering this rtain FARA registerable activity in connection with this representation, a supplemental statement.

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Oleksandr Tymoshenko

CONSULTANT AGREEMENT

This agreement is entered into by Oleksandr Tymoshenko, and Wiley Rein, LLP to enable Oleksandr Tymoshenko to receive services from Wiley Rein, LLP under the terms and conditions set forth herein.

- 1. Term: This Agreement is effective from January 1, 2013 through

 A retainer in the amount of \$35,000.00 per month, plus expenses not to exceed \$2,000 without prior client approval, will be billed in advance on the 1st of each month for the term of the contract. This agreement shall automatically extend unless terminated at the choice of either part.
- 2. Scope: Wiley Rein, LLP will provide the services, including any reports, documentation and/or deliverables consistent with the directions of Oleksandr Tymoshenko regarding legislative, regulatory and legal representation as assigned by Oleksandr Tymoshenko and confirmed in writing.
- 3. Acceptance: Services will be performed in a professional manner, consistent with applicable rules of professional conduct.
- 4. Time is of the Essence: Wiley Rein, LLP will perform services promptly and will meet all time commitments. Wiley Rein, LLP agrees that this is a material term of this agreement.
- 5. Independent Contractor: Wiley Rein, LLP certifies that it is engaged in an independent business and will perform its obligations pursuant to this agreement as an independent contractor and not as the agent or employee of Oleksandr Tymoshenko. Any persons who perform services hereunder will be solely the employees or agents of Wiley Rein, LLP under its sole and exclusive direction and control. Wiley Rein, LLP is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations.
- 6. Confidential Information: Any business or technical information furnished, disclosed or made accessible by Oleksandr Tymoshenko to Wiley Rein, LLP, whether verbally or in writing (including, but not limited to, trade secrets, marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs and documentation), whether of Oleksandr Tymoshenko or a third party ("Information") is confidential and proprietary, unless otherwise publically available. Wiley Rein, LLP will hold information in confidence and will use it solely for the purpose of providing services:
 - 6.1. Except as expressly provided herein, the receiving party will: (a) not use confidential information of the disclosing party for any purpose other than the

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fulfillment of its obligations under this agreement; (b) not disclose confidential information of the disclosing party to any third party (including any affiliate of itself or of the disclosing party) without the prior written consent of the disclosing party; (c) not make any copies of confidential information of the disclosing party without the disclosing party's prior consent; and (d) protect and treat all confidential information of the disclosing party with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. The receiving party will only disclose confidential information of the disclosing party to its employees and/or agents who have a "need to know" for purposes of this agreement. The receiving party will notify and inform such employees and/or agents of the receiving party's obligations under this agreement, and the receiving party will be responsible for any breach of this agreement by its employees and/or agents. In the event that the receiving party is required to disclose confidential information of the disclosing party pursuant to law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the confidential information from further disclosure. Notwithstanding the above, Wiley Rein, LLP acknowledges that its communications with Oleksandr Tymoshenko may be subject to the attorneyclient privilege. Nothing herein shall be deemed a waiver of such privilege. In the event that communications are protected by attorney-client privilege, Wiley Rein, LLP shall not disclose such communications to any third party without Oleksandr Tymoshenko's consent.

- 6.2. Upon expiration of this agreement, the receiving party will promptly turn over to the disclosing party, or at the disclosing party's direction destroy, all confidential information of the disclosing party, in whole or in part, in whatever format, including any copies.
- 7. Advertising and Publicity: Neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the prior written permission of the other party.
- 8. Termination for Convenience; Cancellation: Each party may terminate this agreement, in whole or in part, without further liability, for its convenience upon 30 days prior written notice.
- 9. Records and Audits: Wiley Rein, LLP will maintain complete and accurate records of all charges incurred on behalf of Oleksandr Tymoshenko under this agreement for a period of twenty-four months from the date of termination of the agreement. Oleksandr Tymoshenko will

have the right to inspect Wiley Rein, LLP's records upon reasonable notice and to retain copies thereof.

- 10. Assignment and Delegation: No rights or interests in the agreement will be assigned by Wiley Rein, LLP (including the hiring of subcontractors to perform any part of services) without the prior written consent of Oleksandr Tymoshenko.
- 11. Modifications or Amendments: No modifications or amendments will be made to this agreement unless in writing and signed by the parties.
- 12. Conflicts: Oleksandr Tymoshenko understands and acknowledges that Wiley Rein, LLP, a law firm, represents and provides legal and consulting services to many other companies and individuals. It is possible that, during the time that Wiley Rein, LLP is providing services to Oleksandr Tymoshenko under this agreement, some of Wiley Rein, LLP's present or future clients will have actual or positional differences and disputes with Oleksandr Tymoshenko. Wiley Rein, LLP shall notify Oleksandr Tymoshenko of any services it is performing, or will perform, for any third party which will be directly adverse to Oleksandr Tymoshenko's interest. This provision shall not be considered a waiver of any conflicts of interest. In addition to other remedies available to Oleksandr Tymoshenko, in the event that Wiley Rein, LLP does perform services for a third party that are directly adverse to Oleksandr Tymoshenko's interest, Oleksandr Tymoshenko may immediately terminate this agreement without notice or further liability.

The parties, intending to be legally bound, have caused this agreement to be executed on the dates set forth below.

Oleksandr Tymoshenko

Jim Slattery Partner

Wiley Rein, LLP

Client Contact

01.01.2013

(Date)

Jim Slattery

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Billing Policies And Procedures

(As of January 1, 2012)

This statement to our clients explains briefly the Firm's billing policies and procedures. Should you have any questions concerning these policies and procedures, please do not hesitate to contact us at any time.

In the absence of an explicit agreement to the contrary, our fees for professional services will be determined as follows --

- (1) The portion of our fees attributable to a particular attorney, consultant, or legal assistant is a multiple of: (a) the billing rate for that individual, and (b) the number of hours that he or she devotes in a given month to the provision of professional services for you
- (2) The total charge for professional services for a given month is the sum of the individual calculations described in the preceding sentence.

For the purpose of the calculations described above, the firm assigns a particular billing rate to each individual providing professional services. The billing rates currently range from \$150.00 to \$305.00 per hour for legal support personnel, from \$305.00 to \$520.00 per hour for associates, from \$220.00 to \$690.00 per hour for of counsel and consultants, and from \$530.00 to \$920.00 per hour for partners. Our hourly rates are adjusted periodically and may change during the course of an engagement.

In the course of our representation, we are likely to be asked to provide your auditors with an audit letter response. In ordinary circumstances, we will charge you a flat \$500 fee for preparation of a routine audit letter response, and a \$250 fee for the routine update of a prior response. If, however, the response requires discussion or reporting of complex issues, additional hourly legal fees would be incurred, based on our standard billing rates.

In addition to our fees for legal services, we also charge separately for various support services such as long distance telephone services, computerized legal research, local messenger services, desk-top publishing, secretarial overtime, in-house photocopying, facsimile transmission, and off-site client document storage. Likewise, expense disbursements for airplane tickets, hotel charges, local transportation, outside copying and courier services, court reporters, expert

witnesses and other expenses incurred on behalf of a client are itemized separately. Large disbursement billings may be forwarded to the client for direct payment to the supplier.

We ordinarily render our billing statements on a monthly basis, except for certain substantial commercial transactions which may, upon approval by the Firm's Administrative Committee, be billed at the completion of the transaction or matter. We make every effort to include charges for support services and disbursements in the statement for the month in which they are incurred. Charges which are not available until the following months (e.g., long distance telephone service) will appear on the monthly statement as soon as they are available, or on a supplemental statement if received after our work on a matter is completed.

Billing statements are due and payable upon receipt. Clients whose statements are not paid within 60 days of the statement date will be assessed a late charge on the unpaid balance at a rate of 1% per month. In addition, the Firm reserves the right to withdraw from further representation in the event of non-payment of statements.

It is our policy to obtain an advance retainer from new clients. The amount and terms of each individual retainer arrangement are determined by the Firm's Finance Committee in consultation with the billing attorney. On occasion, we may require an advance retainer from existing clients, or an increase in a prior retainer, depending upon payment history or significant changes in the scope of work. For example, if a counseling matter evolves into actual litigation, we will often require an increased retainer to reflect the expected higher level of activity.

During the course of our work on a matter, we may provide an estimate of anticipated fees in response to a client request for budgeting information. Because of the inevitable uncertainties involved, such estimates are only an approximation of potential fees and cannot be considered a maximum fee quotation.

If you have any questions concerning specific charges included in your billing statement, or wish to discuss further any of our billing policies and procedures, please feel free to contact us.